

U.S. General Services Administration
Los Angeles Service Cent
300 N. Los Angeles Street
Suite 4100
Los Angeles, CA 90012
www.gsa.gov/rwa



6/3/2011

Eric Worrell
DEPARTMENT OF TRANSPORTATION
650 Capitol Mall
Suite 4-100
Sacramento, CA 95814

Re: RWA # 0115377

Dear Eric Worrell :

We have accepted your RWA in the amount of \$4,081,045.00 at FEDERAL BUILDING, 11000 WILSHIRE BOULEVAR, LOS ANGELES, CA 90024 for

(b) (7)(F)
(b) (7)(F)
(b) (7) Provide for security guard svcs for the duration of the on-site construction. Provide Phase I & II environmental site assessment, construction mngt svcs for the duration of the project to also include, but not limited to: Env Mitigation review, air quality, vibration/noise tstng, traffic eng review. Statement of Work on file.

Your primary Project Point of Contact (POC) or Project Manager (PM) is Rebecca Martinez, who can be reached at (213) 894-0315 or via email at rebecca.martinez@gsa.gov. Your POC/PM may contact you within the next few weeks to discuss further details - if he or she hasn't already.

Should you have questions specifically regarding the processing of the RWA form please do not hesitate to contact me at wendy.wilson@gsa.gov.

Sincerely,

Wendy Jo Wilson
RETA PBS Regional Administrator
Public Buildings Service, Region 09

INTERAGENCY AGREEMENT		1. IAA NO. DTFH61-11-X-30016		PAGE 1 OF 8	
2. ORDER NO.		3. REQUISITION NO. HDA-CA-11-004		4. SOLICITATION NO.	
5. EFFECTIVE DATE		6. AWARD DATE		7. PERIOD OF PERFORMANCE See Page 2	
8. SERVICING AGENCY GENERAL SERVICES ADMINISTRATION (b) (4) GENERAL SERVICES ADMINISTRATION 300 NORTH LOS ANGELES STREET SUITE 4100 LOS ANGELES CA 90012-3308 POC BRIAN STILLEY TELEPHONE NO. 916-275-4191			9. DELIVER TO ERIC WORRELL, (916) 498-5890 FEDERAL HIGHWAY ADMINISTRATION CALIFORNIA FEDERAL-AID OFFICE 650 CAPITAL MALL, SUITE 4-100 SACRAMENTO CA 95814		
10. REQUESTING AGENCY FEDERAL HIGHWAY ADMINISTRATION (b) (4) OFFICE OF ACQUISITION MANAGEMENT 1200 NEW JERSEY AVENUE, SE E65-119 WASHINGTON DC 20590-0001 POC JASON D. JOHNSON TELEPHONE NO. 202-366-5880			11. INVOICE OFFICE FEDERAL HIGHWAY ADMINISTRATION PO BOX 268865 OKLAHOMA CITY OK 73126-8865		
12. ISSUING OFFICE FEDERAL HIGHWAY ADMINISTRATION OFFICE OF ACQUISITION MANAGEMENT 1200 NEW JERSEY AVENUE, SE WASHINGTON DC 20590-0001			13. LEGISLATIVE AUTHORITY 40 U.S.C. Section 592(b) (2)		
			14. PROJECT ID		
			15. PROJECT TITLE I-405 HOV LANE PROJECT AT WILSHIRE		
16. ACCOUNTING DATA (b) (4)					
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	(b) (4)				
Continued ...					
23. PAYMENT PROVISIONS Intergovernmental Payment Accounting Code			24. TOTAL AMOUNT \$4,081,045.00		
(b) (6)			(b) (6)		
25a. DATE DEPUTY DIRECTOR LASC		25b. DATE 5/27/11	26a. DATE Arlan Finfrock		26b. DATE 5/27/11

Attachment No. 1

**Scope of Work
I-405 HOV Lane,
Federal Project Site Work at 11000 Wilshire Drive I-405
FHWA/GSA**

Background

The California Department of Transportation (Caltrans) has received Federal-aid funding for the I-405 HOV Project between I-10 and US-101. The Los Angeles County Metropolitan Transportation Authority (Metro) has contracted with Kiewit Pacific Corporation (KPC) to design and construct the project. Part of this I-405 expansion requires demolition and reconstruction of the current freeway ramps located in the SE quadrant of the interchange of I-405 at Wilshire Boulevard in Los Angeles, California (the "405 Project").

The 11000 Wilshire Federal Building, located at the corner of Wilshire and Sepulveda (the "Federal Site") is under the custody and control of the Administrator of GSA on behalf of the United States. The Federal Building and other improvements on the Federal Site house multiple Federal tenants including the (b) (7)(F) GSA, and a (b) (7)(F) (b) (7)(F) distribution center and (b) (7)(F)

Because the 405 Project will utilize a portion of the Federal Site, real property is required from GSA, as well as a temporary construction easement(s) and license(s) necessary for the 405 Project. GSA must contract for and oversee certain non-transportation interests at the Federal Site. As such GSA conveyance of the desired parcel is largely dependent on execution of the Reimbursable Work Agreement/Interagency Agreement (RWA).

The 405 Project impact and mitigation costs and associated conveyance expenditures are assumed by Caltrans and FHWA as set forth in the Draft Memorandum of Understanding (MOU). (b) (5)

STRIKE (b) (6)

(b) (5)

5/27/11

Caltrans'/FHWA's goal is to minimize disruption to the Federal tenant operations during the design and construction of the 405 Project, while mitigating adverse impact on the Federal Site during and after Project completion.

All parties have a vested interest in identifying, as early as possible, any adverse impact of the Project on the Federal Site, so that mitigation measures can be incorporated into the design of the 405 Project.

Because of the ongoing operations of the Federal Site, certain documents disclosing the location of underground utilities and documents detailing security plans are sensitive (but unclassified) and will be distributed by the parties on a need to know basis and in accordance with the procedures set forth in the MOU.

REIMBURSABLE WORK AUTHORIZATION (See Instructions on Page 4)				Unless specified otherwise, the authority for this agreement is 40 U.S.C. § 592(b)(2).	
1. DATE OF REQUEST 05/26/2011		2. RWA NUMBER (GSA Use Only) N0115377		3. TYPE OF REQUIREMENTS (GSA Use Only) <input type="checkbox"/> SEVERABLE <input checked="" type="checkbox"/> NON-SEVERABLE <input type="checkbox"/> GOODS	
4. AGENCY AND BUREAU NAME Department of Transportation Federal Highway Administration - California Division				5. WORK LOCATION 11000 Wilshire Boulevard Los Angeles, CA 90024	
6A. AGENCY CONTACT NAME Eric Worrell				6E. AGENCY CONTACT'S ADDRESS 650 Capitol Mall, Suite 4-100 Sacramento, CA 95814	
6B. AGENCY CONTACT'S TELEPHONE NUMBER 916-498-5890		EXTENSION			
6C. AGENCY CONTACT'S E-MAIL Eric.Worrell@dot.gov					
6D. AGENCY CONTACT'S FAX NUMBER				7. DESCRIPTION OF REQUIREMENTS (attach Statement of Work, as necessary) (b) (7)(F)	
8. AMENDMENT RWA amendment provided to change total authorized amount by \$ from \$ to \$		9A. BILLING TYPE (See Instructions) O		9B. BILLING TERMS (See Instructions) M	
10A. AGENCY LOCATION CODE (b) (4)		10B. FISCAL STATION NUMBER (DOD ONLY)		10C. REQUISITION IDENTIFICATION NUMBER	
11A. AGENCY ACCOUNTING DATA (Limited to 130 characters) (b) (4)		13B. AGENCY FUND YEAR 2011		11. REQUESTED WORK DATES A. START 7/1/2011 B. COMPLETION 9/30/2016	
13C. FUND TYPE Please check Fund Type. If applicable, also check RECOVERY ACT - see Instructions. <input type="checkbox"/> ANNUAL APPROPRIATION <input checked="" type="checkbox"/> NO-YEAR APPROPRIATION <input type="checkbox"/> MULTIPLE YEAR APPROPRIATION <input type="checkbox"/> RECOVERY ACT		13D. EXPIRATION DATE OF OBLIGATIONAL AUTHORITY		12. AGENCY CERTIFIED AMOUNT \$4,081,045.00	
13E. AGENCY/CUSTOMER BUSINESS PARTNER NETWORK/DATA UNIVERSAL NUMBERING SYSTEM NUMBER (BPN/DUNS) (b) (4)		13F. AGENCY/CUSTOMER ORDER NUMBER		14A. AGENCY BILLING CONTACT E-MAIL ADDRESS Accounts Payable Branch, AMZ-150	
13G. TREASURY ACCOUNT SYMBOL (b) (4)				14B. AGENCY FINANCE BILLING OFFICE PO BOX 268865	
				14C. STREET ADDRESS	
				14D. CITY Oklahoma City	
				14E. STATE OK	
				14F. ZIP CODE 73126-8865	
				15A. FUNDING AGENCY CODE (FPDS) 6925	
				15B. FUNDING OFFICE CODE (FPDS) 00006	
GENERAL SERVICES ADMINISTRATION INTERNAL CUSTOMER OR INTERFUND CUSTOMER ONLY					
16. FED CODE		17. PEGASYS DOCUMENT NUMBER		18. PEGASYS ACCOUNTING LINE NUMBER	
				19. FUND CODE	
				20. INTERFUND YEAR	
By its signature below, the Requesting Agency certifies (a) that all special funding and procurement requirements of the Requesting Agency, including statutory or regulatory requirements applicable to the funding being provided by the Requesting Agency, have been disclosed to GSA; (b) that all internal reviews/approvals required by the Requesting Agency prior to placing this RWA with GSA have been completed; (c) that the Requesting Agency has a bona fide need in the current fiscal year for the work described in this RWA; (d) that the funds identified by the Requesting Agency in this RWA are legally available for further obligation and expenditure by GSA in furtherance of the work described in this RWA; and (e) that the Requesting Agency accepts the General Terms and Conditions set forth on page 3 of this RWA. Further written assurances regarding funding availability may be required depending on the facts and circumstances of individual requests.					
21A. SIGNATURE OF FUND CERTIFYING OFFICIAL (b) (6)				21B. DATE May 26, 2011	
21C. NAME OF FUND'S CERTIFYING OFFICIAL Michael Avery				21D. CERTIFYING OFFICIAL'S E-MAIL ADDRESS Michael.Avery@dot.gov	
21E. TELEPHONE NUMBER OF CERTIFYING OFFICIAL		PHONE NUMBER		EXTENSION	
		916-498-5038			

NOTE: The General Services Administration will bill in accordance with Federal Management Regulation (41 CFR) Section 102-65.195. It is anticipated that the Agency Certified Amount provided in Block 12 will be sufficient to complete the work requirements of the Requesting Agency. If it is determined that the funds provided by the Requesting Agency will be insufficient to complete the work requested under this agreement, GSA will seek an amended RWA from the Requesting Agency for additional funding prior to incurrence of costs above the Agency Certified Amount.

GENERAL TERMS AND CONDITIONS

1. The Requesting Agency (RA) will establish the existence of a bona fide need to be satisfied through this Reimbursable Work Authorization (RWA), and otherwise satisfy all internal requirements of the RA regarding documentation of the requirement.
2. The RA will determine and document the need to seek GSA's assistance in performing the work described in this RWA (the Work). Upon request, the RA will provide GSA with copies of such documentation.
3. The RA will provide GSA with such requirements / statements of work, budget/accounting information, points of contact, and other information necessary for GSA to perform the Work.
4. GSA and the RA will work in close cooperation and collaboration throughout the project lifecycle.
5. GSA and the RA agree that the Work will be performed in full compliance with the Competition in Contracting Act and other applicable laws and regulations. In furtherance of so doing:
 - a) GSA will assist the RA in further defining its requirements in a manner that will aid in GSA's timely performance of the Work;
 - b) GSA will perform acquisition planning related to any procurement actions to be undertaken in connection with the Work including, as appropriate,
 - i) developing and implementing an acquisition strategy responsive to the RA's requirements,
 - ii) conducting market research;
 - iii) developing performance-based solicitation requirements when project requirements allow; and
 - iv) considering all appropriate acquisition vehicles and procurement methods to maximize competition and best value.
 - c) GSA will comply with requirements of the Federal Acquisition Regulation (FAR), the General Services Administration Acquisition Manual (GSAM), and special acquisition requirements of the RA identified in writing to GSA.
6. GSA will administer contracts and resolve contractual issues or disputes arising out of GSA's performance of the Work, including
 - a) enforcing contractual terms and conditions to ensure the timely delivery of goods and services,
 - b) maintaining contract documentation from project initiation through contract closeout,
 - c) performing contract oversight to ensure that work is inspected and accepted in accordance with the terms of the contract,
 - d) tracking and reporting on the contractor's performance of work; and
 - e) performing contract close-out functions.
7. The RA will not, except as expressly authorized in writing by the GSA Contracting Officer, provide instruction or authorization to any GSA contractor regarding performance of the Work.
8. GSA will provide legal support and representation for contract disputes, claims, or bid protests arising out of GSA's performance of the Work. The RA will be responsible for all costs associated with termination, disputes, and protests, including settlement costs, except that the RA will not be responsible for costs associated with actions stemming from errors by GSA in performing its responsibilities under this RWA. GSA will consult with the RA before agreeing to a settlement for which RWA funding will be used.
9. The RA will provide cooperation and support to GSA as required in order for GSA to fulfill its contracting responsibilities, and otherwise as necessary for GSA to perform the Work.
10. The RA will provide funding to cover GSA's direct and indirect costs of performing the Work, including costs associated with RA changes to the Work or increases in cost not attributable to GSA errors in performing its responsibilities under this RWA.
11. GSA will provide an Independent Government Estimate to the RA for the work to be performed or concur with the estimate prepared by RA. In no event will GSA be required to commence performance of the Work until the RA has provided GSA with funding in an amount sufficient to cover the expected costs of performance.
12. GSA will be a good steward of the RA's funds and provide the RA with periodic updates regarding GSA's further obligation and expenditure of RWA funding. Upon contract completion and close-out of all contracts associated with this RWA, GSA will return to the RA any unused funding.
13. GSA will provide the RA with billing statements and otherwise respond to RA inquiries regarding GSA expenditure of RWA funding.
14. GSA and the RA will advise each other of issues, concerns, or problems related to performance of the Work.
15. This RWA is effective as of the latest date of signature of GSA and the RA, and shall remain effective until completion of the Work or earlier termination in accordance with this paragraph. Any amendments to this RWA, including these terms and conditions, will be made in writing and signed by both the RA and GSA. This RWA may be terminated by the RA upon 60 calendar days written notice to GSA; provided, that the RA will remain responsible to GSA for any and all direct and indirect costs incurred by GSA in connection with performance of the Work up to the date of termination of the RWA, together with such costs related to termination of contracts entered into by GSA in connection with the Work. Should GSA seek to terminate this RWA, it will do so only with the written agreement of the RA, including costs attributable to each party arising out of any such termination.
16. GSA and the RA agree to use their best efforts to cooperatively resolve disputes regarding the interpretation of this RWA, and the roles and responsibilities of the parties hereunder, at working levels of their respective organizations and, if necessary, by escalating such disputes within their respective organizations. Disputes regarding funding that remain unresolved for more than 90 days will be referred to the respective agency Chief Financial Officers for resolution.
17. Special terms and conditions related to this RWA include (if n/a, leave blank or specify "none"):

REIMBURSABLE WORK AUTHORIZATION (See Instructions on Page 4)				Unless specified otherwise, the authority for this agreement is 40 U.S.C. § 592(b)(2).	
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13A. AGENCY ACCOUNTING DATA (Limited to 130 characters) (b) (4)		13B. AGENCY FUND YEAR		main building riser to the exterior extending to the parking garage. Provide for security guard svcs for the duration of the on site construction. Provide Phase I & II environmental site assessment, construction mgmt svcs for the duration of the project to also include, but not limited to: Env Mitigation review, air quality, vibration/noise testing, traffic eng review. See attached Scope of Work for additional details & deliverables.	
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13G. TREASURY ACCOUNT SYMBOL (b) (4)		14D. CITY Oklahoma City		14E. STATE OK	
		14F. ZIP CODE 73126-8865		15A. FUNDING AGENCY CODE (FPDS) 6925	
				15B. FUNDING OFFICE CODE (FPDS) 00006	
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16. FED CODE		17. PEGASYS DOCUMENT NUMBER		18. PEGASYS ACCOUNTING LINE NUMBER	
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FOR GENERAL SERVICES ADMINISTRATION USE ONLY

[illegible]

29A. GSA PROJECT CONTACT NAME			
29B. GSA PROJECT CONTACT PHONE NUMBER	EXTENSION	29C. GSA PROJECT CONTACT E-MAIL ADDRESS	
30A. GSA APPROVING OFFICIAL'S SIGNATURE	30B. DATE	30C. GSA APPROVING OFFICIAL'S PHONE NUMBER	EXTENSION
30D. GSA APPROVING OFFICIAL'S NAME		31. SELLER/GENERAL SERVICES ADMINISTRATION BUSINESS PARTNER NETWORK/DUNS NUMBER (BPN/DUNS)	
30E. GSA APPROVING OFFICIAL'S E-MAIL ADDRESS			
32A. CERTIFICATE OF COMPLETION SIGNATURE		32B. SIGNER'S NAME (Type or Print)	32C. COMPLETION DATE

Attachment No. 1

**Scope of Work
I-405 HOV Lane,
Federal Project Site Work at 11000 Wilshire Drive I-405
FHWA/GSA**

Background

The California Department of Transportation (Caltrans) has received Federal-aid funding for the I-405 HOV Project between I-10 and US-101. The Los Angeles County Metropolitan Transportation Authority (Metro) has contracted with Kiewit Pacific Corporation (KPC) to design and construct the project. Part of this I-405 expansion requires demolition and reconstruction of the current freeway ramps located in the SE quadrant of the interchange of I-405 at Wilshire Boulevard in Los Angeles, California (the "405 Project").

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Because the 405 Project will utilize a portion of the Federal Site, real property is required from GSA, as well as a temporary construction easement(s) and license(s) necessary for the 405 Project. GSA must contract for and oversee certain non-transportation interests at the Federal Site. As such GSA conveyance of the desired parcel is largely dependent on execution of the Reimbursable Work Agreement/Interagency Agreement (RWA).

The 405 Project impact and mitigation costs and associated conveyance expenditures are assumed by Caltrans and FHWA as set forth in the Draft Memorandum of Understanding (MOU). (b) (5)

(b) (5)

~~STRIKE~~
(b) (6)
5/27/11

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All parties have a vested interest in identifying, as early as possible, any adverse impact of the Project on the Federal Site, so that mitigation measures can be incorporated into the design of the 405 Project.

Because of the ongoing operations of the Federal Site, certain documents disclosing the location of underground utilities and documents detailing security plans are sensitive (but unclassified) and will be distributed by the parties on a need to know basis and in accordance with the procedures set forth in the MOU.

Attachment No. 1

Tasks

Upon execution of the MOU, GSA will grant a Temporary Construction Easement (TCE). GSA agrees to grant entry to the Federal Site for construction of the 405 Project to all Caltrans, LA County MTA (Metro), KPC or subcontractor personnel and equipment with approved security clearances.

GSA has contracted for professional services (RIM Architects) to review the 405 Project drawings and specifications with respect to Federal operations, security, circulation and access to the Federal Site, the protection of the Federal Site, the provision of alternative design solutions and the procurement of required environmental condition and valuation reports of the Property. FHWA has determined these previously executed services are reimbursable.

GSA will contract for Security Guard Services to assist in protecting the non-transportation interests on the Federal site.

GSA will contract for and administer the design, purchase and installation of a new (b) (7)(F) (b) (7)(F) communications connections, and ancillary equipment in accordance with (b) (7)(F) specifications for this system. Once installation is complete, (b) (7)(F) will maintain (b) (7)(F) light fixtures and independent infrastructure associated with the system.

GSA will contract for construction management services to assist with the oversight and coordination of that portion of the 405 Project on the Federal Site, the infrastructure backbone (b) (7)(F) which are to be installed by KPC under the 405 Project contract, and its own (b) (7)(F) contract. GSA or its Construction Manager will be available to assist (b) (7)(F) with the installation of all the associated cabling in the Caltrans provided duct bank.

GSA shall provide to Caltrans the temporary construction easement in accordance with the terms of the executed MOU. The purpose of the temporary easement will be limited to staging, lay down, storage, parking of construction vehicles, unloading, and placement or marshaling of materials and equipment required for the Project. The temporary easement will terminate no later than 24 months after entry to the site is granted to KPC.

GSA and/or its construction manager will attend design and construction management meetings periodically during the life of the I-405 HOV Lane contract and have opportunity to inspect the construction at critical milestones to ensure compliance with the final approved construction drawings. The parties will work out a schedule for these meetings and inspections.

FHWA will come to agreement with Caltrans and GSA on final compensation amount, in addition to and independent of the RWA amount, for conveyance of the required real property.

Deliverables

GSA shall provide FHWA Point of Contact with the following, either electronic or hard copy:

Attachment No. 1

- Executed copy of Final MOU ensuring access to the necessary construction easement for all cleared Caltrans, Metro and KPC personnel and equipment.
- Copies of all associated GSA Contracts or Task Orders.
- Copy of GSA form 1814 summarizing all obligations against the RWA on a monthly basis.

Period of Performance

27 months after the effective date of the agreement.

(b) (4)



